



LEAD SHEET

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO

02-3045112

NAME DETREX CORPORATION

MAILING ADDRESS 3027 Fruitland Ave

CITY, STATE ZIP CODE Los Angeles, CA 90058

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

10:21 AM DEC 12 2002

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

Covenant Agreement

FEE

D.T.T.

FEE \$55 W 17

CODE

20

CODE

19

D.A. FEE Code 20

\$ 2.00

CODE

9

CODE

24

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: Description: THE EAST 150 FEET OF THE WEST 330 FEET OF THE SOUTH 301.50 FEET OF LOT 32 OF THE 500 ACRE TRACT OF THE LOS ANGELES FRUITLAND ASSOCIATION AS PER MAP RECORDED IN BOOK 3 PAGES 156 AND 157 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

This Covenant and Agreement ("Covenant") is made by and between Detrex Corporation (the "Covenantor"), the current owner of certain property situated in Vernon, County of Los Angeles, State of California, described in Exhibit A, which is attached and incorporated by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471(c), the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260. The Covenantor and the Department (collectively referred to as the "Parties") therefore intend that the use of the Property be restricted as set forth in this Covenant, in order to protect human health and safety and the environment.

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ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately one acre or 5000 square yards is more particularly described and depicted in Exhibit A. The Property is located at 3027 Fruitland Avenue in Vernon, approximately, latitude N 33° 59' 50" and longitude W 118° 12' 45". The Property is located in the area generally bounded to the south by Fruitland Avenue, to the east by Pacific Combining Corporation, to the west by Western Gasket Company which is east of Boyle street, and to the north by a railroad track and spur, in the County of Los Angeles, State of California. This property is more specifically described as:

Los Angeles County Assessor's Parcel Number(s): 6303-29-8

1.02. Only two areas remain above the Residential Preliminary Remediation Goal (PRG)

1. An area centered approximately fifty feet south from the north wall, thirty-seven feet east from the west wall, and thirty-two feet west from the east wall of the warehouse. (This area is capped by concrete flooring and is the only area that is also above the Industrial PRG); and
2. An area centered thirty seven feet south from the North property line and six feet west from the East property line in a gravel area five feet below the surface.

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1.03. On March 30, 1981, the Department of Health Services (DHS), the Department's predecessor in interest, authorized this treatment and storage facility ("Facility") pursuant to permit CAD020161642. Under this authorization the Property was a hazardous waste facility, regulated by the Department, subject to the requirements of the Hazardous Waste Control Law at Health and Safety Code section 25100 et seq., and the federal Resource Conservation and Recovery Act ("RCRA"), at 42 U.S.C. section 6901 et seq.

The Department is requiring this Covenant as part of the Facility's corrective action requirements under the Hazardous Waste Control Law, including Health and Safety Code sections 25187 and 25200.10. The Department circulated a Corrective Measures Study (CMS), which contained a Final Health Risk Assessment, for public review and comment from September 25, 2001, to October 25, 2001. The Department prepared a notice of exemption (NOE) for the CMS pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq.. Because hazardous wastes, which are also hazardous materials as defined in Health and Safety Code sections 25117 and 25260, including tetrachloroethylene and trichloroethylene, remain in the soil at the Property, the CMS provided that a deed restriction may be required as part of the Facility remediation. The Department approved the CMS, together with the NOE on October 25, 2001.

Pursuant to these documents, the Property was remediated to industrial remediation goals except for one area that is inside the warehouse, which is capped by concrete flooring. As discussed above, the contaminants tetrachloroethylene and trichloroethylene, remain in the soil at the Property. Two of the locations that were tested (discussed in paragraph 1.02 above) are above the

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Residential Preliminary Remediation Goals (PRGs) , only one of which is above the Industrial PRG.

All other areas tested below the residential PRG.

Active remediation and confirmation sampling were implemented to address affected soils that posed a potential risk to human health or groundwater; primarily those associated with the truck loading area. An excavation permit was issued on November 19, 2001, by the City of Vernon (City) Department of Community Services. The City- Environmental Health Department issued a shoring permit on December 3, 2001. Soil was excavated, the area was back filled, and approximately twelve inches of concrete was poured to reconstruct the driveway.

Pursuant to these documents, the Property was remediated to industrial remediation goals except for one area that is inside the warehouse under the concrete flooring in the hazardous waste storage area. No regulatory oversight of the Facility is required by the Department. DTSC has required this Covenant as a condition for approval of the above remedial activities and termination of corrective action at the Property.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any persons or entities entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion of it shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every one of the Restrictions: (a) shall run with the land pursuant to Health and Safety Code sections 25202.5 and 25202.6 and Civil Code section 1471; (b) shall inure to the benefit of and pass with each and every portion of the Property; (c) shall apply to and bind the respective successors in interest to the Property; (d) are for the benefit of, and shall be enforceable by the Department; and (e) are imposed upon the entire Property unless expressly stated as applicable only to a specific portion.

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3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25202.5(b), this Covenant shall be binding upon the covenantor and all of the owners of the land, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound by this covenant for the benefit of the Department.

3.03. Written Notice of Hazardous Substance Release. The Owner shall, prior to the sale, lease, or rental of the Property, give written notice that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7 and shall provide a copy of the Covenant to all buyers, lessees and renters.

ARTICLE IV

RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil shall occur at or below the following:
 - 1. The concrete flooring in the area centered approximately 50 feet south from the north wall, 37- feet east from the west wall, and 32 feet west from the east wall of the warehouse ; and
 - 2. The area centered 37 feet south from the North property line and six feet west from the East property line in a gravel area five feet below the surface unless a Soil Management Plan and a Health and Safety Plan are submitted and approved by the Department.
- (b) Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide written notice to the Department at least 14 days prior to any building, filling, grading, mining or excavating in the areas described in (a) above.
- (d) Covenantor shall notify the Department of each of the following: (i) The type, cause, location, and date of any disturbance to the concrete flooring cap in the warehouse area that could affect the ability of the cap to contain subsurface hazardous wastes or hazardous materials in and around the

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capped area, and (ii) the type and date of repair of such disturbance.

Notification to the Department shall be made within 10 working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.03. Prohibited Activities. The following activities are prohibited at the Property:

- (a) Raising of food, e.g., livestock or food crops, or fiber crops, e.g. cotton; and
- (b) Drilling.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor and/or Owner to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department, by reason of this Covenant, to require that the Covenantor and/or Owner to comply. Violation of this Covenant shall be grounds for the Department to file civil and/or criminal actions against the Covenantor and/or Owner as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

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6.01. Variance. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property may apply to the Department for a written variance from the provisions of this Covenant. The application shall be made in accordance with Health and Safety Code section 25202.6.

6.02. Termination. Any Owner, or with the Owner's written consent, any Occupant of the Property or any portion of the Property, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25202.6.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion of it to the general public or anyone else for any purpose.

7.02. Department References. All references to the Department include successor agencies or other successor entity.

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7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any notice ("Notice" means any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

Detrex Corporation

Attn: Mr. Thomas Mark, President

24901 Northwestern Hwy., Suite 500

Southfield, Michigan 48086-5111

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To Department:

Attention: Mr. James Pappas, Chief
Land Disposal Branch
8800 Cal Center Drive
Sacramento, California 95826

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.05. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant, as deemed necessary by the Department in order to protect the public health and safety and the environment.

7.06. Partial Invalidity. If any portion of the Restrictions or other term set forth in this document is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

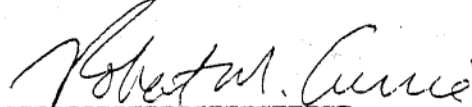
IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor

DETREX CORPORATION

Date: 10-18-02

By:


Robert M. Currie
Vice President, General Counsel
& Secretary

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Department

Date:

By: _____

James M. Pappas

James M. Pappas, P.E.
Chief
Land Disposal Branch
Dept. of Toxic Substances Control

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Attachment A
September 27, 2002

DECLARATION OF RESTRICTIVE COVENANT

This Restrictive Covenant is recorded with the Los Angeles Register County Deeds for the purpose of protecting public health, safety and welfare and the environment.

Detrex Corporation has received notice of approval from the Department of Toxic Substance Control (DTSC) for a Corrective Measures Remedy that includes a land use-restriction for Industrial use only for the property located in the City of Vernon, County of Los Angeles, (Property) more particularly described as:

Description: THE EAST 150 FEET OF THE WEST 330 FEET OF THE SOUTH 301.50 FEET OF LOT 32 OF THE 500 ACRE TRACT OF THE LOS ANGELES FRUITLAND ASSOCIATION AS PER MAP RECORDED IN BOOK 3 PAGES 156 AND 157 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

As used herein, the term "Owner" shall mean at any given time the then current titleholder of the Property.

The terms "State" or "State of California" shall mean DTSC and any authorized representatives acting on its behalf.

NOW THEREFORE Detrex Corporation 3027 Fruitland Avenue, Vernon, California, and DTSC, hereby impose a restriction on the Property and covenants and agree that:

1. The Owner shall restrict the uses of the Property to those uses compatible with the land use category, Industrial use with the following prohibited uses:

- (a) A residence, including any mobile home or factory-built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

The Owner also acknowledges that:

The restrictions shall run with the Property and shall be binding upon all future owners, successors, lessees or assigns and their authorized agents, employees, or persons acting under their direction and control, and shall continue until DTSC or its successor approves modifications or rescission of this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, assigns and transferees by the person transferring the interest.

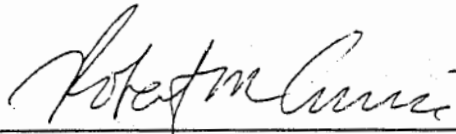
If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

The undersigned person executing this Restrictive Covenant is an Officer of Detrex Corporation, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.


IN WITNESS WHEREOF, the said Officer of the above-described Property has caused this Restrictive Covenant to be executed on this 18th day of October, 2002.

Signature

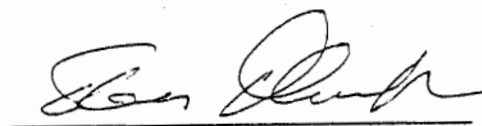


Print name/title Robert M. Currie, Vice President, General
Counsel & Secretary
Detrex Corporation

Signed in the presence of:



David Craig
Witness



Thomas Mark
Witness

STATE OF MICHIGAN
COUNTY OF OAKLAND

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The foregoing instrument was acknowledged before me this 18TH day of October, 2002
by Robert M. Currie of Detrex Corporation, a Michigan corporation, on behalf of the
corporation.

Beverly J. Burns

Notary Public

Beverly J. Burns

BEVERLY J. BURNS
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES ON 10-13-05
ACTING IN OAKLAND COUNTY, MI

Macomb County, Michigan

My Commission Expires: 10-13-05